

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Fox et al.

Serial No.: 10/584,358

Filed: June 23, 2006

For: A SYSTEM FOR WATER
TREATMENT

Confirmation No.: Unknown

Examiner: Unknown

Group Art Unit:

Attorney Docket No.: 3276-7872US

VIA ELECTRONIC FILING

October 16, 2007

DECLARATION OF EDGAR R. CATAXINOS

Mail Stop PCT
Commissioner for Patents
Office of PCT Legal Administration
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

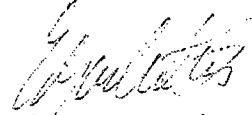
I, Edgar R. Cataxinis, hereby declare as follows:

1. On June 22, 2007, a letter and a Declaration for Patent Application With Power of Attorney were mailed by Federal Express to the each of the inventors named in the above referenced patent application, John Fox and Errol O'Brien, at their last known addresses. A copy of the letter and Federal Express shipping label to John Fox are attached hereto as Exhibit "A," and a copy of the letter and Federal Express shipping label to Errol O'Brien are attached hereto as Exhibit "B."
2. The letters were signed by me and contained a return Federal Express airbill and

envelope, a toll-free phone number to permit the inventors to contact me free of charge, and my e-mail address.

3. The letter to Mr. Fox was delivered on June 26, 2007, as shown by the Federal Express tracking report attached hereto as Exhibit "C,"
4. The letter to Mr. O'Brien was delivered on July 18, 2007, as shown by the Federal Tracking report attached hereto as "D."
5. To the best of my knowledge and belief, John Fox made no attempt to contact me.
6. Our paralegal, Nancy Johnson, contacted John Fox by telephone on August 29, 2007, and he stated in response to her inquiry about the Declaration for Patent Application With Power of Attorney that "I do not intend to do anything about it." See the Declaration
7. signed by Nancy Johnson attached hereto as Exhibit "E."
8. Upon a request from Mr. O'Brien, copies of the PCT Patent Application, US Patent Application, and a Preliminary Amendment were sent to Mr. O'Brien by Federal Express on September 20, 2007. A copy of the letter and confirmation of delivery by Federal Express are attached hereto as Exhibit "F".
9. I have been corresponding with Mr. O'Brien via e-mail regarding his willingness to sign the Declaration for Patent Application With Power of Attorney. On October 4, 2007, Mr. O'Brien sent an e-mail requesting that an assignment to Bushwater Holdings Pty Ltd. for the subject Patent Application be prepared for his signature, and that we revise the Declaration for Patent Application and Power of Attorney. A copy of the e-mail is attached hereto as Exhibit "G."
10. I had my office prepare and revise the documents as requested and I sent them to him via Federal Express on October 5, 2007. See letter and delivery confirmation attached hereto as Exhibit "H".
11. I received a letter from Mr. O'Brien dated October 11, 2007, in which he refuses to sign the Declaration for Patent Application with Power of Attorney and the Assignment. A copy of which is attached hereto as Exhibit "I."
12. I believe we have made every effort to answer the questions and respond to the concerns of Mr. O'Brien.

Respectfully submitted,



Edgar R. Cataxinos

Registration No. 39,931

Attorney for 1.47(b) Applicant(s)

TRASKBRITT

P.O. Box 2550

Salt Lake City, Utah 84110-2550

Telephone: 801-532-1922

Date: October 16, 2007

ERC/nj:tlp

Document in ProLaw

EXHIBIT A

June 22, 2007

EDGAR R. CATAXINOS

DIRECT DIAL: (801) 994-8722

DIRECT E-MAIL: ercataxin@traskbritt.com

VIA FEDERAL EXPRESS

John Fox
5/21 Maple Street
Maleny QLD 4552
AUSTRALIA

Re: U.S. PATENT APPLICATION

Invention	A SYSTEM FOR WATER TREATMENT
Inventor	Fox et al.
Application No.	10/584,358
Filing Date	June 23, 2006
Our Case No.	3276-7872US

Dear Mr. Fox:

Enclosed please find a Declaration for Patent Application (With Power of Attorney) for the above referenced Patent Application. Your signature is required on the Declaration as a joint inventor of the invention which is the subject matter of the Patent Application.

Please sign the Declaration in the designated space and return it to me as soon as possible. A completed Federal Express air bill and envelope are enclosed for your convenience. If you cannot or will not sign the Declaration, I would appreciate receiving a short note explaining your refusal either by fax, Federal Express, or e-mail. As you have already signed the Deed of Confirmation under which you agreed that all rights, title and interest in the invention vested in Bushwater Pty. Ltd., and you also agreed to execute all documents necessary to complete Bushwater Pty Ltd. as the owner of the invention, there is no advantage to you in refusing to sign the documents necessary to complete the Patent Application in the United States.

You can contact me using our toll-free phone number (800) 900-2001, or by e-mail at the address provided above. I look forward to hearing from you.

Very truly yours,



Edgar R. Cataxinos

ERC/njj

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From: Origin ID: NPHA (801) 532-1922
TRASK BRITT
TraskBritt, P.C
230 S 500 E STE 300



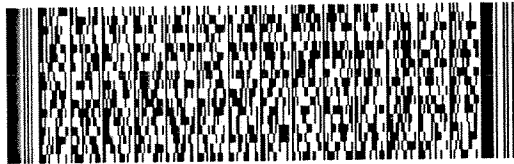
SALT LAKE CITY, UT 84102
UNITED STATES

SHIP TO: 8015321922
John Fox

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REF: 3276-7872US ERC/tp
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DESC-2:
DESC-3:
DESC-4:
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COUNTRY MFG: US
CARRIAGE VALUE: 0 USD
CUSTOMS VALUE: 1.00 USD
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SIGN: TRASK BRITT
EIN/VAT:

IP ENVELOPE

TRK# 7907 6821 7335

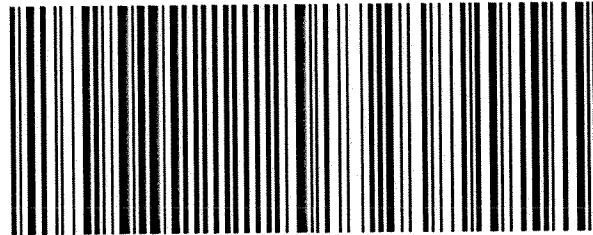
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For those shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. LIMITATION OF LIABILITY. If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, other government regulations, orders, or requirements, FedEx's maximum liability for damage, loss, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information in connection with the shipment is limited by this Agreement and as set out in the terms and conditions of the contract of carriage. Please refer to the contract of carriage set forth in the applicable FedEx Service Guide or its equivalent to determine the contractual limitation. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) of declared value for carriage. 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Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. MANDATORY LAW. Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. 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EXHIBIT B



Intellectual Property Attorneys

June 22, 2007

EDGAR R. CATAXINOS

DIRECT DIAL: (801) 994-8722

DIRECT E-MAIL: ercataxinos@traskbritt.com

VIA FEDERAL EXPRESS

Errol O'Brien
301 Oakey Flat Road
Moray, QLD
AUSTRALIA

Re: U.S. PATENT APPLICATION
Invention A SYSTEM FOR WATER TREATMENT
Inventor Fox et al.
Application No. 10/584,358
Filing Date June 23, 2006
Our Case No. 3276-7872US

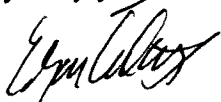
Dear Mr. Fox:

Enclosed please find a Declaration for Patent Application (With Power of Attorney) for the above referenced Patent Application. Your signature is required on the Declaration as a joint inventor of the invention which is the subject matter of the Patent Application.

Please sign the Declaration in the designated space and return it to me as soon as possible. A completed Federal Express air bill and envelope are enclosed for your convenience. If you cannot or will not sign the Declaration, I would appreciate receiving a short note explaining your refusal either by fax, Federal Express, or e-mail. As you have already signed the Deed of Confirmation under which you agreed that all rights, title and interest in the invention vested in Bushwater Pty. Ltd., and you also agreed to execute all documents necessary to complete Bushwater Pty Ltd. as the owner of the invention, there is no advantage to you in refusing to sign the documents necessary to complete the Patent Application in the United States.

You can contact me using our toll-free phone number (800) 900-2001, or by e-mail at the address provided above. I look forward to hearing from you.

Very truly yours,


Edgar R. Cataxinos

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230 South 500 East, Suite 300 Salt Lake City, Utah 84102 P.O. Box 2550 Salt Lake City, Utah 84110 Tel: 1.801.532.1922 1.800.900.2001 Fax: 1.801.531.9168



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CL50223872/123

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UNITED STATES

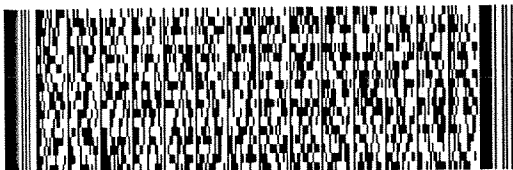
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Errol O'Brien

301 Oakey Flat Road

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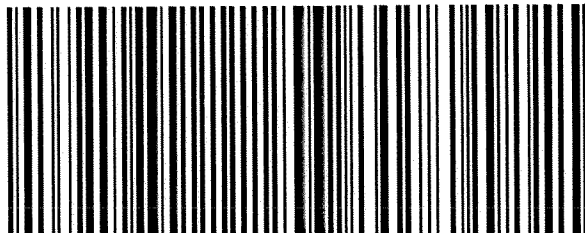
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Sent: Monday, June 25, 2007 9:45 PM
To: Timothy L. Palfreyman
Subject: FedEx Shipment 790768217335 Delivered

This tracking update has been requested by:

Company Name: TraskBritt, P.C

Name: TRASK BRITT

E-mail: TLPalfreyman@traskbritt.com

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Tracking number:	790768217335
Reference:	3276-7872US ERC/tlp
Ship (P/U) date:	Jun 22, 2007
Delivery date:	Jun 26, 2007 12:54 PM
Sign for by:	..KIM MC
Delivered to:	Receptionist/Front Desk
Service type:	FedEx International Priority
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	1.00 lb.

Shipper Information
TRASK BRITT
TRASKBRITT, P.C
230 S 500 E STE 300
SALT LAKE CITY
UT
US
84102

Recipient Information
JOHN FOX
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7/3/2007

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Timothy L. Palfreyman

From: TrackingUpdates@fedex.com
Sent: Wednesday, July 18, 2007 2:10 AM
To: Timothy L. Palfreyman
Subject: FedEx Shipment 799163461174 Delivered

This tracking update has been requested by:

Company Name: TraskBritt, P.C

Name: TRASK BRITT

E-mail: TLPalfreyman@traskbritt.com

Our records indicate that the following shipment has been delivered:

Tracking number:	799163461174
Reference:	3276-7872US ERC/tlp
Ship (P/U) date:	Jun 22, 2007
Sign for by:	.ERROL
Delivered to:	Residence
Service type:	FedEx International Priority
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	1.00 lb.

Shipper Information
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UT
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Track Shipments
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Tracking number	799163461174	Reference	3276-7872US ERC/tlp
Signed for by	.ERROL	Destination	MORAYFIELD, QLD AU
Ship date	Jun 22, 2007	Delivered to	Residence
		Service type	Priority Envelope
		Weight	1.0 lbs.
Status	Delivered		
Signature image available	Yes		

Date/Time	Activity	Location	Details
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Jul 17, 2007	5:34 PM At local FedEx facility	BRISBANE AIRPORT AU	
Jul 13, 2007	5:50 PM At local FedEx facility	BRISBANE AIRPORT AU	
Jul 12, 2007	6:02 PM At local FedEx facility	BRISBANE AIRPORT AU	
Jul 11, 2007	5:29 PM At local FedEx facility	BRISBANE AIRPORT AU	
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	9:06 AM Held at FedEx location for recipient pickup	BRISBANE AIRPORT AU	Package available for pickup at: 41-43 QANTAS DRIVE
Jul 5, 2007	6:49 AM At local FedEx facility	ALEXANDRIA AU	
Jun 26, 2007	11:32 AM Delivery exception	MAROOCHYDORE AU	Customer not available or business closed
Jun 24, 2007	10:47 PM In transit	ALEXANDRIA AU	Package available for clearance
Jun 23, 2007	1:39 PM In transit	HONOLULU, HI	
	1:59 AM Departed FedEx location	OAKLAND, CA	
Jun 22, 2007	7:51 PM Left origin	SALT LAKE CITY, UT	
	5:59 PM Picked up	SALT LAKE CITY, UT	
	1:33 PM Package data transmitted to FedEx		

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EXHIBIT E

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Fox et al.

Serial No.: 10/584,358

Filed: June 23, 2006

For: A SYSTEM FOR WATER
TREATMENT

Confirmation No.: Unknown

Examiner: Unknown

Group Art Unit: Unknown

Attorney Docket No.: 3276-7872US

VIA ELECTRONIC FILING

October 16, 2007

DECLARATION OF NANCY JOHNSON

Mail Stop PCT
Commissioner for Patents
Office of PCT Legal Administration
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

I, Nancy Johnson, a Paralegal employed by the firm of TraskBritt, P.C., hereby declare as follows:

1. I telephoned Mr. John Fox on August 14, 2007, and left him a voice mail message requesting that he contact me with regard to the Declaration For Patent Application With Power Of Attorney for the above referenced patent application. I called Mr. Fox again from our office in Salt Lake City on August 28, 2007, at 5:58 P.M., and was able to speak with him at what I believe to be his office in Maleny, Queensland, Australia. When I

inquired about the Declaration For Patent Application With Power of Attorney, he confirmed that he had received the documents we sent and stated "I do not intend to do anything about it." He did not seem willing to discuss the matter further.

2. I left a voice-mail message with Mr. Fox again on September 10, 2007, and offered to send the complete application papers. I left our toll free phone number and my e-mail address. Mr. Fox has not responded.

Respectfully submitted,

A handwritten signature in cursive script that reads "Nancy Johnson".

Nancy Johnson

Paralegal

TRASKBRITT

P.O. Box 2550

Salt Lake City, Utah 84110-2550

Telephone: 801-532-1922

Date: October 16, 2007

ERC/nj:tlp

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EXHIBIT F

TRASKBRITT

Intellectual Property Attorneys

September 20, 2007

Nancy J. Johnson

DIRECT DIAL: (801) 994-8745

DIRECT E-MAIL: njjohnson@traskbritt.com

VIA FEDERAL EXPRESS

Errol O'Brien
301 Oakey Flat Road
Moray, QLD
AUSTRALIA

Re: U.S. PATENT APPLICATION
Invention A SYSTEM FOR WATER TREATMENT
Inventor Fox et al.
Application No. 10/584,358
Filing Date June 23, 2006
Our Case No. 3276-7872US

Dear Mr. O'Brien:

Enclosed please find the International Application for the above referenced invention which was filed on December 23, 2004, the Transmittal Letter to the United States Designated/Elected Office Concerning a Submission Under 35 U.S.C. 371 filed on June 23, 2006, and a Preliminary Amendment filed therewith. I am sending the documents by Federal Express because we have been unable to send them via e-mail.

Please contact us as soon as possible with your decision regarding this matter. .

Very truly yours,



Nancy J. Johnson
Paralegal

Document in ProLaw

230 South 500 East, Suite 300 Salt Lake City, Utah 84102 P.O. Box 2550 Salt Lake City, Utah 84110 Tel: 1.801.532.1922 1.800.900.2001 Fax: 1.801.531.9168



Nancy Johnson

From: TrackingUpdates@fedex.com
Sent: Sunday, September 23, 2007 8:12 PM
To: Nancy Johnson
Subject: FedEx Shipment 791393682782 Delivered

This tracking update has been requested by:

Company Name:	TraskBritt, P.C
Name:	TRASK BRITT
E-mail:	njohnson@traskbritt.com

Our records indicate that the following shipment has been delivered:

Reference:	3276-7872us
Ship (P/U) date:	Sep 20, 2007
Delivery date:	Sep 24, 2007 12:08 PM
Sign for by:	Signature Release on file
Delivered to:	Residence
Service type:	FedEx International Priority
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	kg.
Special handling/Services:	Residential Delivery
	Deliver Weekday

Tracking number: 791393682782

Shipper Information	Recipient Information
TRASK BRITT	ERROL O'BRIEN
TRASKBRITT, P.C	301 OAKLEY FLAT ROAD
230 S 500 E STE 300	MORAYFIELD, QLD
SALT LAKE CITY	AU
UT	4506
US	
84102	

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10/16/2007

EXHIBIT G

Nancy Johnson

From: Errol O'Brien [eobrienats@bigpond.com]
Sent: Thursday, October 04, 2007 8:15 PM
To: Edgar Cataxinos
Cc: Nancy Johnson
Subject: Bushwater Holdings Pty Ltd Patent application.

Errol OBrien
 301 Oakey Flat Road
 Morayfield 4506
 Queensland
 Australia

Traskbritt
 Salt Lake City
 Utah, USA.

Dear Mr Cataxinos

Thank you for your formal reply which I expected.

I would just like to further clarify my position here in Australia.

I have not to date been contacted in writing by Griffith Hach to advise me of what they have done and what is required of me in this application.

I have not been contacted in writing or in fact in any other way by Bushwater or Bushwater Holdings concerning the patent application.

I have attempted to contact two of the company directors in my state and they did not return messages.

I contacted another director in South Australia who claimed that he is unaware of any patent application in the USA, he has not had the courtesy to respond further within the past week.

Your first set of documents was not delivered to be by Fedex, I had to go to the depot which is 45 minutes away to collect same.

Your documents were unannounced and simply appeared to be a very visual scam. In fact I had considered contacting what I believe you call the DA of Salt Lake City to complain.

Your paralegal has made no attempt to adequately address my questions, at least to my satisfaction and I would believe that the difference in culture would explain that problem. It is possible that there has been inadequate communication between her and Australia.

As you can see, although I am not refusing to sign, neither Bushwater or Griffith Hach have had the courtesy to confirm in writing that this patent application is legal.

I have made it quite clear to Bushwater that I am willing to cooperate, but they will not respond.

So, This is what you should do for me,

1. On your letterhead you do me a guarantee that all costs will be paid by Bushwater Pty Ltd and or Bushwater Holdings Pty Ltd. You have said so in the e-mail so confirm it by a letter by Fedex.

2. Your Attorney Docket No. 3276-7872US 0

Heading is Declaration for Patent Application (with power of attorney). Beneath this heading,

You will insert the clause " It is understood by the inventor that the power of attorney is restricted to this patent application "

3. You prepare and send an Assignment specific to the US application.

10/16/2007

4. You have not addressed the fact that neither Griffith Hach or Bushwater/Bushwater Holdings have contacted me.
5. You tell me what happens to the patent application if I do not sign.
6. Traskbritt, Griffith Hach or Bushwater have never given me a time limit on the patent application.

I hope that you can see that I am still unsure that this is just a scam, however I will sign , provided there I am not put at risk.

Bushwater have chosen not to respond and therefor not to give me an indemnity against costs.

You answer my questions very specifically and thoroughly and if you delegate to your paralegal, you ask her to do the same .

Regards
Errol OBrien

EXHIBIT H

TRASKBRITT

Intellectual Property Attorneys

October 5, 2007

EDGAR R. CATAXINOS

DIRECT DIAL: (801) 994-8722

DIRECT E-MAIL: ercataxinos@traskbritt.com

VIA FEDERAL EXPRESS

Errol O'Brien
301 Oakey Flat Road
Morayfield 4506
Queensland
AUSTRALIA

Re: U.S. PATENT APPLICATION

Invention	A SYSTEM FOR WATER TREATMENT
Inventor	Fox et al.
Application No.	10/584,358
Filing Date	June 23, 2006
Our Case No.	3276-7872US

Dear Mr. O'Brien:

Enclosed please find the revised Declaration for Patent Application (With Power of Attorney) which contains the language you requested. Also enclosed is an Assignment from you to Bushwater Holdings Pty Ltd.

The costs for prosecuting the Patent Application are being paid by Griffith Hack and Bushwater Holdings Pty Ltd or Bushwater Pty Ltd. The filing fees for the US Application have been paid. All fees going forward will be billed by us to Griffith Hack and Bushwater Holdings Pty Ltd or Bushwater Pty Ltd. You, as an inventor, have no obligation to pay any of the costs, and TraskBritt will not look to you for any of our costs or attorneys' fees. You have already assigned your rights in the invention to Bushwater Pty Ltd.

We must file the signed Declaration, or documentation that you refuse to sign, with the United States Patent and Trademark Office by October 16, 2007.

If you still feel that this is a scam and refuse to sign, please send me an e-mail as soon as possible. If you do refuse to sign, the Declaration and Power of Attorney will be signed by Bushwater Pty Ltd on your behalf as an inventor who refuses to sign.



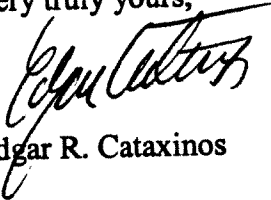
October 5, 2007

Page 2

If you are going to sign the documents, please send them to me as soon as possible by Federal Express using the account number previously provided.

I look forward to hearing from you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Edgar R. Cataxinos", written over the printed name.

Edgar R. Cataxinos

ERC/njj

Document in ProLaw

Timothy L. Palfreyman

From: TrackingUpdates@fedex.com
Sent: Monday, October 08, 2007 6:40 PM
To: Timothy L. Palfreyman
Subject: FedEx Shipment 798780396503 Delivered

This tracking update has been requested by:

Company Name: TraskBritt, P.C
Name: TRASK BRITT
E-mail: TLPalfreyman@traskbritt.com

Our records indicate that the following shipment has been delivered:

Reference: 3276-7872US ERC/tlp
Ship (P/U) date: Oct 5, 2007
Delivery date: Oct 9, 2007 10:35 AM
Sign for by: Signature Release on file
Delivered to: Residence
Service type: FedEx International Priority
Packaging type: FedEx Envelope
Number of pieces: 1
Weight: 1.00 lb.
Special handling/Services: Residential Delivery
Deliver Weekday

Tracking number: 798780396503

Shipper Information	Recipient Information
TRASK BRITT	Errol O'Brien
TraskBritt, P.C	301 Oakey Flat Road
230 S 500 E STE 300	Morayfield, QLD
SALT LAKE CITY	AU
UT	4506
US	
84102	

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Thank you for your business.

10/9/2007

EXHIBIT I

301 Oakey Flat Road
Morayfield 4506
Queensland
Australia

TraskBritt Intellectual property Attorneys
230 South 500 East, Suite 300
Salt Lake City
Utah 84102
USA
Attention: Mr Edgar R. Cataxcinos

11 th October 2007

Dear Sir

RE: U.S. Patent Application
Invention A system for water Treatment
Inventor Fox et al.
TraskBritt Case No. 3276-7872US

The following is an overview of the correspondence;

The first set of documents from TraskBritt were not delivered , I had to go to the Fedex depot to collect them.

Griffith Hack were very curt and demanding in e-mails and when challenged as to whether they actually knew as to what documents had been sent to me, Griffith Hack decided not to respond.

A telephone call was made from myself to one of the Griffith Hack principals for explanation (because, although I have not refused to sign the documents , I will not put myself at any risk and should not be expected to do so).

The resultant letter from Griffith Hack was hardly acceptable from a professional point of view and therefore not acceptable.

I have tried on a number of occasions to get confirmation from Bushwater Pty Ltd/Bushwater Holdings Pty Ltd by letter, telephone and e-mail. The one company director contacted did not know of any patent application. I have asked for a cost indemnity and have received no reply. In fact, no reply to letter, e-mail or telephone.

I asked specifically for a guarantee from TraskBritt that there would be no cost to me , although there was a letter there was no guarantee.

TraskBritt has not answered as to why Griffith Hack or Bushwater have not contacted or adequately given me a professional and logical overview, explanation and briefing.

The assignment document from TraskBritt (Attorney Document No. 3276-7872US) is not simple and straightforward, to it reads that anything that I ever do in the future would be regarded as an “ improvement” and thus the property of the assignee. As a consequence I have to reserve my right not to put myself at risk.

I have been advised verbally (but unconfirmed) that Bushwater Pty Ltd/ Bushwater Holdings Pty Ltd are to close as Australian companies at the end of this month. It should be noted that the company address at 53 Cordwell Road Yandina Queensland is no longer a valid address and that Bushwater Pty Ltd has ceased trading.

From my point of view, I have never been adequately briefed by Griffith Hack who is the Australian agent. All documents and correspondence from the USA has not come through Griffith Hack. I requested TraskBritt to send documents through Griffith Hack but this did not happen.

Bushwater Pty Ltd/ Bushwater Holdings Pty Ltd have made no attempt to contact me to confirm the patent application, to brief me in any way or to provide me an indemnity against costs.

There is Australian Government advertising concerning international scams and on that basis there are in my mind the following two possibilities;

- a. The application for the patent has been very badly, arrogantly and incompetently managed from the Australian end, especially demands from Griffith Hack that I sign documents " immediately " when in the first instance the paperwork was incomplete..
- b. The application documents possibly represent an international scam.

I have tried to make the point very plain that I am not refusing to sign the documents, but in the absence of adequate briefing , I cannot place myself at risk and I reserve that right as a citizen of the Democracy of Australia.

Up until the letter from Griffith Hack of 9 October 2007 , there has never been any formal effort to explain the patent process in the USA, as a consequence I have been extremely reluctant to put myself at risk by signing an unlimited power of attorney document.

In this letter from Griffith Hack, there is no mention of any time limit on the patent application.

In a document from TraskBritt, October 5 , 2007,

" ... the declaration and Power of Attorney will be signed by Bushwater Pty Ltd on your behalf as an inventor

If this is the case then there was never any need for Griffith Hack to demand that I sign any documents.

Yours faithfully



Errol O'Brien

CC. Mr. B. Nugent, Griffith Hack, Brisbane , Australia